

In the reply of Mr. Dall to this letter, under date the 9th of the same month and year, he furnishes the calculations suggested by Mr. Schley, showing that, calculating interest to the 20th of the month, there would be required from the writer, the sum of \$66 29 to pay the judgment of Albert, the balance to be furnished by Schley; and, that when the judgment should be so paid, there would be due from Dall to Schley, as of the 1st of July, 1845, the precise sum of \$12,000. He also states in this letter, that he has no objection to the provisions of the mortgage mentioned by Schley, though he does object to the introduction of some other provisions.

The next letter is from Schley to Dall, dated the 23d of October, 1845, in which he says—"I go to Annapolis to-morrow, and shall return on the then ensuing Saturday, &c. As soon as I return I will pay Mr. Albert the amount of his judgment, and will forward you his receipt, so that you may have it entered satisfied. If he approves the deed, I will forward that also, and you will please have it recorded, and send me by mail a certified copy under the clerk's seal of office, so that I may file it in chancery. At the same time, I shall need his certificate that there *are no liens* on the property covered by the deed of trust."

The next letter in the series, is from Dall to Schley, dated the 27th of October, 1845, in which he acknowledges the receipt of Schley's letter to him of the 23d, and another letter written from Annapolis. (This letter is not filed.) I do not deem it necessary to make long quotations from this last letter from Dall, but the conclusion is clear, from a perusal of it, that Schley, in his letter from Annapolis, had made propositions which Dall would not accede to, and that these propositions were made at the instance, and upon the suggestion, of the parties beneficially interested in the money.

This letter from Dall, after explaining the situation of the writer's landed property, proceeds to say—"I hope this will satisfy your friends, and show that you have stated nothing but what is fully carried out in the mortgage. You must not be exorbitant in your demands of security, and I cannot give any